



# North Cheshire Community Rail Partnership

## Core Management Plan - Incorporating Terms of Reference and Governance Principles

Version 1 – 14<sup>th</sup> January 2026

Approved by the CIC Board for Consultation with Partnership Steering Group

Lead Accountability: Chair, Partnership Steering Group

### Contents

1. Introduction and Purpose
2. Terms of Reference
3. Governance Principles and Arrangements
4. Management Arrangements
5. Core Policies and Procedures
6. Core Management Plan Structure
7. Resource Requirements
8. Employment and Contractual Arrangements
9. Business Insurance

### 1. Introduction and Purpose

The purpose of this Core Management Plan is to

- a. Set out the Terms of Reference and Governance Principles for the Partnership;
- b. Confirm the Management Arrangements for delivery of the Partnership Strategy and its on-going development, together with the continued accreditation of the Partnership;
- c. Establish the resource requirements (financial, human and non-financial) for the Partnership's core activities;
- d. Establish the basis for employment of employees and/or procurement of contractors and services.

The intended outcomes of this Core Management Plan are that the Partnership functions with good governance and is effective in managing development and delivery of its activities.

The Plan will be formally reviewed every two years. The date of the next review is January 2028.

### 2. Terms of Reference

North Cheshire Community Rail Partnership (the '**Partnership**') is a non-binding partnership between (a) organisations representing the communities of north Cheshire, Warrington &

Runcorn, (b) the railway industry and (c) voluntary groups, who all share the aim of maximising the social, economic, and environmental benefits of the railways to those communities.

Members of the Partnership are defined within later sections of this document.

The overarching Terms of Reference for the Partnership are to support and work within the Community Rail Development Strategy set out by the UK Government<sup>1</sup>, and to that end the Partnership has established a Community Interest Company (the ‘CIC’) to be the legal entity responsible for the planning and delivery of the Partnership’s activities.

The CIC has set out its Objects in Section 5 of its Articles of Association. These are appended to this document at Appendix A and also provided on our website.

### **3. Governance Principles and Arrangements**

The CIC is registered in England at Companies House (registration number 16332357) and its Governing Principles are to act and report in accordance with the legislation and statutory Guidance concerning Community Interest Companies<sup>2</sup>

The CIC currently has two Members, Christopher Kimberley and Mark Warren, who are the statutory Directors of the CIC. We intend to expand the number of Members over time to total between five and seven.

The CIC will develop and maintain the wider network of collaborating Partners as set out in the Governance arrangements below. When collaborating with one another and/or the CIC in furtherance of the Partnership’s Strategy, Partners are not bound by any formal constitutional arrangements nor is the formation of any formal joint-venture implied or intended, unless this is deemed appropriate and agreed at an individual project level.

The diagram below provides a high-level summary of the Governance arrangement for the Partnership. There are effectively three elements to the overall arrangements:

1. The CIC itself – the legal entity at the centre of the Partnership, with its Leadership Team formed of the Directors, and the operational delivery of the Partnership administered by the Community Rail Development Officer (CRDO)
2. The Steering Group – the primary group that brings the Partnership “to life” by incorporating the core funding partners with the CIC to give substance to the collaborative arrangements, to set the ambitions and priorities for the strategy, and to promote the Partnership and celebrate its successes. The Steering Group is critical to the successful governance of the Partnership.
3. The Full Partnership – the wider range of key stakeholders and collaborating Partners who engage with the Vision and strategy.

Only the CIC is a formal entity and all rights, and obligations, are formally entered in to through the CIC.

The Steering Group and Full Partnership are advisory forums, although the CIC Board must ensure that the Steering Group and the Full Partnership are effectively and efficiently

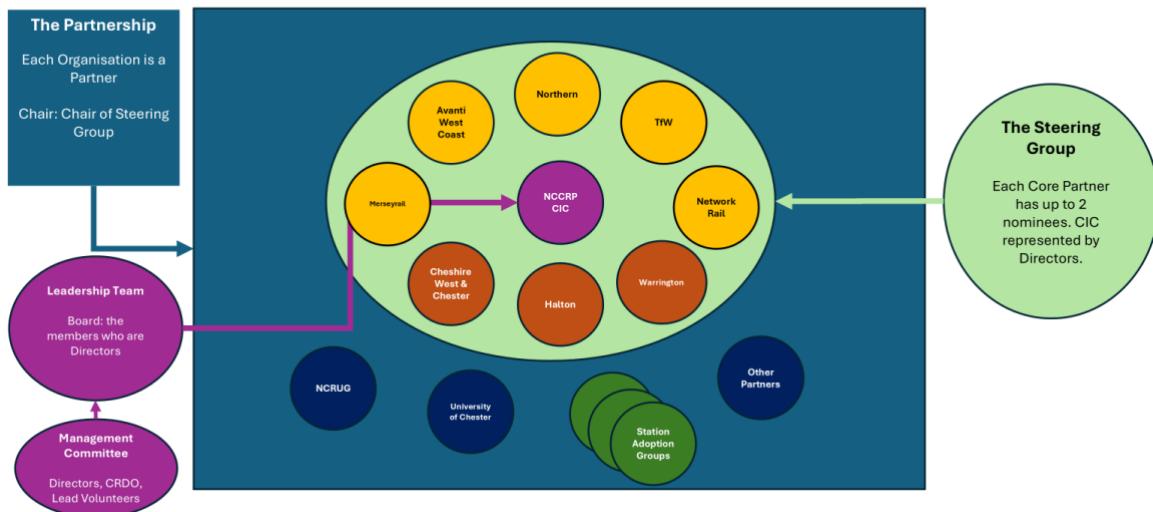
---

<sup>1</sup> [Community rail development strategy - GOV.UK](#)

<sup>2</sup> [Community Interest Companies Guidance - GOV.UK](#)

administered, and that the guidance of the Steering Group is considered when updating strategy and formulating annual business plans.

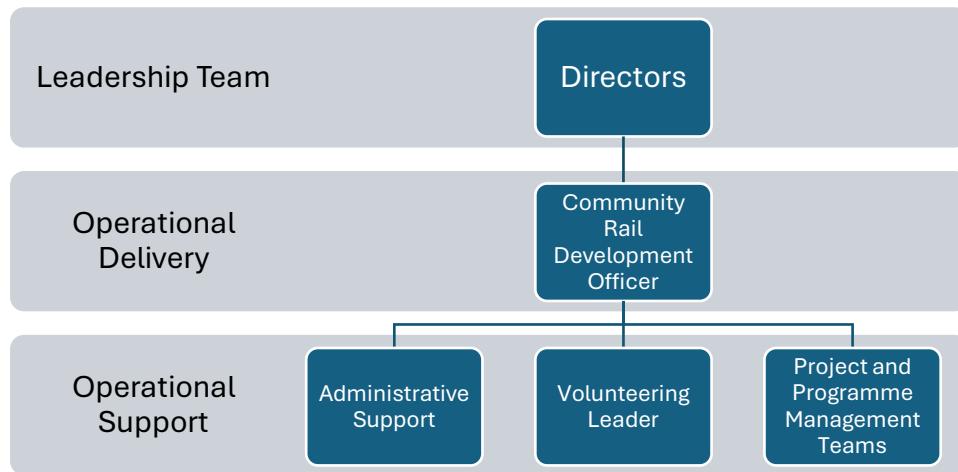
Figure: Governance Overview



#### 4. Management Arrangements

##### The CIC

The CIC itself is managed as shown below:



Operational delivery is undertaken by the Community Rail Development Officer (CRDO) – an employee, supported by any other administrative employees or volunteers as may be appointed from time to time.

The CRDO reports to, and takes guidance and direction from, the Leadership Team which consists of the Directors of the CIC acting in accordance with the Articles of Association. They, in turn take guidance from the Chair and Members of the Steering Group as appropriate.

The Leadership Team will form itself as the **Board** of the CIC and be accountable for all decisions of the CIC.

The Board has delegated operational matters to a **Management Committee**, currently consisting of the Directors and the CRDO. Its Terms of Reference and Scheme of Delegation are set out in Appendix B

The Board will meet at least twice per year, and the Management Committee will meet at least six times per year.

#### The Steering Group

The Steering Group is composed of the Core Partners<sup>3</sup> and is responsible for discussing and agreeing the Partnership Strategy. The operational deployment of the Strategy including the responsibility for reporting and results, and for its updating as required by the Steering Group will be delegated to the CIC.

Each Core Partner will provide up to two members of the Steering Group, and the CIC will be represented by the Directors. The Chair will be one of the members of the Steering Group as elected by the Core Partners and will serve for a period of three years, with an entitlement to stand for re-election for a maximum of three terms. The Steering Group may, at its discretion nominate and elect up to two Vice Chairs. Secretarial arrangements will be determined by the Steering Group as appropriate.

The CRDO will be in attendance.

The Steering Group will meet quarterly, with dates, times and venues of meetings normally being set in September for the following calendar year. Meeting Agendas and discussion papers will be sent to Steering Group Members at least 7 days prior to the relevant meeting.

Its AGM will be held in June of each year, and will consider, as standing items, the Directors' Report reviewing the previous year's activities and results, together with a forward look of initiatives and activities planned, the Finance Report, including the Annual Accounts for the previous year, any proposed updating or amendment to the Partnership Strategy, Election of Chair and Vice Chairs as required, Extension or Contraction of the Core Partners membership.

Where necessary an EGM will be called to consider any or all of these matters if they require resolution before the next AGM.

#### The Full Partnership

Membership of the Full Partnership is open to any organisation which supports the Vision of the Partnership and through collaboration at any level wishes to actively engage in the delivery of its Strategy.

It provides the dynamic insights, creates shared ambitions, and acts as the umbrella for engagement with other stakeholders in the private, public and third sectors.

---

<sup>3</sup> Core Partners are those organisations that make an on-going financial or other contribution to resource the costs of the core activities of the Partnership, together with other organisations representing communities served by the Partnership as agreed from time to time by the Partnership.

It meets as a themed face to face conference or workshop once or twice a year. Responsibility for the administration of membership of the Full Partnership and organisation of the conferences will rest with the CIC acting in conjunction with the Steering Group's advice.

## 5. Core Policies and Procedures

The Partnership has adopted several Core Policies, and these are available using the links shown to our website:

- Community Rail Network Code of Conduct: [Microsoft Word - Community Rail Network - Code of Conduct - December 2024](#)
- Data Protection
- Equality, Diversity and Inclusivity
- Health & Safety
- Employee Privacy
- Safeguarding
- Volunteering

The Policies are being developed into several specific Procedures, as required, and which will be contained within the following to be completed during 2026/2027:

- Staff Handbook
- Volunteer Handbook

In addition to these specific policies the Partnership will abide by the following governance principles:

We publish on our website and within any relevant printed documents details of how our organisation works, its governance including its reporting to both Partners and the wider-public, and simple, transparent procedures available for raising any questions, complaints or concerns.

We expect the Partnership Steering Group Members, Board Members, Management Committee Members and Officers, and Volunteer Leadership Team Members to proactively consider the potential ethical, social and environmental consequences of decisions being considered – including ensuring that this is a mandatory consideration for any formal decision of the Board

Recognising that our Partners, Staff and Volunteers may also have associations with other organisations, some of which interface with or have the potential to collaborate, conflict or compete with the our purpose, aims and objectives, we require each person to proactively declare any actual or perceived conflict of interest before participating in any discussion leading to any formal decision by the Partnership or the Company in order that an appropriate means of managing such conflict can be agreed.

## 6. Core Management Plan Structure

The purpose of the Partnership, its mission and ambitions are set out in the **Partnership Strategy** which is formally approved by the Steering Group. The Partnership Strategy will be formally reviewed at least every three years, or more frequently if there is any significant change to the Partnership's operating environment.

An **Annual Business Plan**, incorporating supporting financial budgets and resource plans will be developed and agreed by the CIC Board in good time to be adopted at the start of each financial year. It will also form the basis for the **Activity Plan** reporting for the purpose of annual re-accreditation of membership of the Community Rail Network.

The Annual Business Plan will consist of the following main components and will be fully developed (where indicated) for the 2026/2027-year building on the experience and lessons learnt from the first year of operation of the CIC.

- Partnership Plan (new for 2026/2027)
- Funding Plan (new for 2026/2027)
- Engagement and Promotions Plan
- Volunteering Strategy Plan
- Programmes and Project Management Plan
- Budget
- Risk Management Plan (new for 2026/2027)

## 7. Resource Requirements

The forecast human, physical and financial resource requirements are detailed in the Annual Business Plan which incorporates the operational and project budgets. More details on the approach to, and deployment of funding plans is contained within the Funding Plan (from 2026/2027)

The core functions of the Partnership require:

- Volunteer Leadership – both capability and capacity in terms of volunteer hours
- Community Rail Development Officer – an employee with the necessary capabilities and a funded budget to underwrite the salary and associated employment costs for the Fixed Term Contract for the required number of hours per week
- Office/working space facilities and associated administrative resources and expenditure including digital provisioning
- Marketing, social media and other communication resources
- Compliance, reporting, professional fees and reaccreditation expenses

In addition to the core functions of the Partnership, individual projects and programmes will be developed with self-funding budgets and resource requirements identified as part of the respective project or programme plans.

## 8. Employment and Contractual Arrangements

Employment and contracts for all goods and services will be entered into by the CIC, unless provided by agreement with another organisation within the Partnership. Employees and volunteers will be recruited openly and through as inclusive a process as practicable taking in to account the potential of the diverse communities.

More information in relation to Volunteering policies and procedures is contained within the Volunteering Strategy Plan.

All employees and volunteers will, at induction, be provided with relevant briefings in relation to the Partnership's policies and procedures and will also have access to online handbooks containing guidance to the policies and procedures.

CIC Employment, Volunteering, and other Policies apply to all activity conducted directly by the CIC. Where projects and other activities funded by the CIC are carried out by a third-party provider, whether or not that provider is a Partner, then that provider will be fully responsible for all employment, contractual, regulatory and legal compliance in accordance with their own policies and procedures, including where necessary obtaining any consents required from other Partners.

## **9. Risk and Business Insurance**

The Partnership will, through the CIC, maintain and regularly review a register of risks and opportunities. The Management Committee will have responsibility for the management of such risks and opportunities.

The CIC will maintain adequate Business Insurance to cover Public Liability, Professional Indemnity and Loss of Business Assets.

**APPENDIX A**

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP CIC**  
**ARTICLES OF ASSOCIATION**

**APPENDIX B**

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP CIC  
MANAGEMENT COMMITTEE TERMS OF REFERENCE & SCHEME OF DELEGATION**

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A COMMUNITY INTEREST COMPANY

Company Number **16332357**

The Registrar of Companies for England and Wales, hereby certifies that

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP CIC**

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **21st March 2025**



\*N16332357H\*



**Companies House**



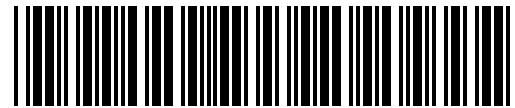
THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01** (ef)

**Application to register a company**



Received for filing in Electronic Format on the: **19/03/2025**

**XDYP1FEA**

*Company Name in full:*

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP CIC**

*Company Type:*

**Private company limited by guarantee**

*Situation of*

**England and Wales**

*Registered Office:*

*Proposed Registered Office Address:*

**OFFICE 1 BRUNSWICK HOUSE  
BRUNSWICK WAY  
LIVERPOOL  
MERSEYSIDE  
UNITED KINGDOM L3 4BN**

*Sic Codes:*

**96090**

## *Proposed Officers*

---

*Company Director* 1

*Type:* **Person**

*Full Forename(s):* **MR CHRISTOPHER**

*Surname:* **KIMBERLEY**

*Former Names:*

*Service Address:* **70 HOWEY LANE  
FRODSHAM  
ENGLAND WA6 6DT**

*Country/State Usually* **ENGLAND**

*Resident:*

*Date of Birth:* **\*\*/12/1956** *Nationality:* **BRITISH**

*Occupation:* **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

*Type:* **Person**

*Full Forename(s):* **MR MARK ROGER CHARLES**

*Surname:* **WARREN**

*Former Names:*

*Service Address:* **27 FLUIN LANE  
FRODSHAM  
ENGLAND WA6 7QL**

*Country/State Usually* **ENGLAND**

*Resident:*

*Date of Birth:* **\*\*/04/1966** *Nationality:* **BRITISH**

*Occupation:* **COMPANY DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

---

---

### **Statement of initial significant control**

---

**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

---

## ***Individual Person with Significant Control details***

---

*Names:* **MR CHRISTOPHER KIMBERLEY**

*Country/State Usually Resident:* **ENGLAND**

*Date of Birth:* **\*\*/12/1956** *Nationality:* **BRITISH**

*Service Address:* **70 HOWEY LANE  
FRODSHAM  
ENGLAND  
WA6 6DT**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*

**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

## ***Individual Person with Significant Control details***

---

*Names:* **MR MARK ROGER CHARLES WARREN**

*Country/State Usually Resident:* **ENGLAND**

*Date of Birth:* **\*\*/04/1966** *Nationality:* **BRITISH**

*Service Address:* **27 FLUIN LANE  
FRODSHAM  
ENGLAND  
WA6 7QL**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*

**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

## ***Statement of Guarantee***

---

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **CHRISTOPHER KIMBERLEY**

*Address* **70 HOWEY LANE  
FRODSHAM  
ENGLAND  
WA6 6DT**

*Amount Guaranteed* **1**

*Name:* **MARK WARREN**

*Address* **27 FLUIN LANE  
FRODSHAM  
ENGLAND  
WA6 7QL**

*Amount Guaranteed* **1**

## ***Lawful Purpose Statement***

---

**The subscribers confirm that the company has been formed for lawful purposes.**

---

## ***Statement of Compliance***

---

*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **CHRISTOPHER KIMBERLEY**

*Authenticated* **YES**

*Name:* **MARK WARREN**

*Authenticated* **YES**

---

## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

---

**COMPANY NOT HAVING A SHARE CAPITAL**

**Memorandum of Association of**

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP CIC**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

| <b>Name of each subscriber</b> | <b>Authentication</b>        |
|--------------------------------|------------------------------|
| CHRISTOPHER KIMBERLEY          | Authenticated Electronically |
| MARK WARREN                    | Authenticated Electronically |

Dated: 19/03/2025

The Companies Act 2006

Community Interest Company Limited by Guarantee

---

**Articles of Association**

**of**

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP**

**CIC**

---

(CIC Limited by Guarantee, Schedule 1, Small Membership)

**The Companies Act 2006**  
**Community Interest Company Limited by Guarantee**

**INDEX TO THE ARTICLES**

|   |    |
|---|----|
| INTERPRETATION                                | 1  |
| 1.  | 1  |
| 2.  | 1  |
| 3.  | 1  |
| 4.  | 1  |
| OBJECTS, POWERS AND LIMITATION OF LIABILITY   | 2  |
| 5.  | 2  |
| 6.  | 3  |
| 7.  | 3  |
| DIRECTORS                                     | 3  |
| DIRECTORS' POWERS AND RESPONSIBILITIES        | 3  |
| 8.  | 3  |
| 9.  | 3  |
| 10.   | 4  |
| 11.   | 4  |
| DECISION-MAKING BY DIRECTORS                  | 4  |
| 12.   | 4  |
| 13.   | 4  |
| 14.   | 5  |
| 15.   | 5  |
| 16.   | 5  |
| 17.   | 6  |
| 18.   | 6  |
| 19.   | 6  |
| 20.   | 7  |
| 21.   | 7  |
| APPOINTMENT AND RETIREMENT OF DIRECTORS       | 7  |
| 22.   | 7  |
| 23.   | 8  |
| 24.   | 8  |
| 25.   | 9  |
| MEMBERS                                       | 8  |
| BECOMING AND CEASING TO BE A MEMBER           | 8  |
| 26.   | 9  |
| 27.   | 9  |
| DECISION MAKING BY MEMBERS                    | 9  |
| 28.   | 10 |
| 29.   | 10 |
| ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS | 10 |
| 30.   | 11 |
| 31.   | 11 |
| 32.   | 11 |
| 33.   | 12 |
| 34.   | 12 |
| 35.   | 13 |



**The Companies Act 2006**

**Articles of Association**

**of**

**NORTH CHESHIRE COMMUNITY RAIL PARTNERSHIP COMMUNITY  
INTEREST COMPANY**

**INTERPRETATION**

**1. Defined Terms**

1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

**COMMUNITY INTEREST COMPANY AND ASSET LOCK**

**2. Community Interest Company**

The Company is to be a community interest company.

**3. Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum or Articles of the Company.

3.4 If:

- 3.4.1 the Company is wound up under the Insolvency Act 1986; and
- 3.4.2 all its liabilities have been satisfied

Any residual assets shall be given or transferred with the consent of the Regulator to another asset-locked body determined by the Directors to be aligned with the general Obligations of the Company.

**4. Not for profit**

4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

## OBJECTS, POWERS AND LIMITATION OF LIABILITY

### 5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to

1.1 The objects of the Company are:

- 1.1.1 to carry on activities which benefit communities in Cheshire West and Chester, Halton and Warrington, and in particular but without limitation to encourage collaboration such that those diverse communities are proactively engaged with, and proud of their railways because of the contribution that they make to being a great place to live, study or work in, and in the creation of environmentally sustainable economic and social development;
- 1.1.2 to support the development of the railway stations within the Company's geographic area in order for them to thrive as welcoming environments that reassure and delight users, as well as being clear and effective gateways to and from their local communities;
- 1.1.3 to promote community activity at stations;
- 1.1.4 to inform communities of the affordable travel choices available and to promote increasing accessibility to and usage of public and sustainable transport for the benefit of the people living in, working in or visiting north Cheshire and the communities surrounding the passenger railway lines operating between Chester and Hooton; Chester and Runcorn; Chester and Warrington and between Hooton and Helsby;
- 1.1.5 to collaborate with partner organisations and the wider community to support the provision of facilities and services that improve health and wellbeing, particularly, but not limited to those communities which might otherwise feel isolated;
- 1.1.6 to collaborate with educational and research organisations in the development of learning about the social, cultural and economic impacts of the railways, the benefits to employment and skills development and the role that they play in providing safe and sustainable forms of transportation for both passengers and goods
- 1.1.7 to support the rail industry's goals and ambitions in making the railways safer and more secure, particularly, but not limited to its crime prevention, suicide prevention, anti-

trespass and anti-social misbehaviour and vandalism programmes;

- 1.1.8 to collaborate with other organisations, stakeholders and volunteers, including individuals, companies, public sector bodies and others to promote and support the delivery of the Objects set out in 1.1.1 to 1.1.7;
- 1.1.9 to carry out such other activities and actions as the Company may reasonably consider necessary or desirable to further the Objects set out above.

6. **Powers**

- 6.1 To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. **Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 7.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

**DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

8. **Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9. **Members' reserve power**

- 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

**10. Chair**

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.

**11. Directors may delegate**

11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company:

- 11.1.1 to such person or committee;
- 11.1.2 by such means (including by power of attorney);
- 11.1.3 to such an extent;
- 11.1.4 in relation to such matters or territories; and
- 11.1.5 on such terms and conditions;

as they think fit.

11.2 If the Directors so specify, any such delegation of this power may authorise further delegation of the Directors' powers by any person to whom they are delegated.

11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **DECISION-MAKING BY DIRECTORS**

**12. Directors to take decisions collectively**

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18. In the event of the Company having only one Director, a majority decision is made when that single Director makes a decision.

**13. Calling a Directors' meeting**

13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

- 13.2.1 all the Directors agree; or
- 13.2.2 urgent circumstances require shorter notice.

13.3 Notice of Directors' meetings must be given to each Director.

- 13.4 Every notice calling a Directors' meeting must specify:
  - 13.4.1 the place, day and time of the meeting; and
  - 13.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.5 Notice of Directors' meetings need not be in Writing.
- 13.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

#### **14. Participation in Directors' meetings**

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **15. Quorum for Directors' meetings**

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.
- 15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
  - 15.3.1 to appoint further Directors; or
  - 15.3.2 to call a general meeting so as to enable the members to appoint further Directors.

#### **16. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

## **17. Decision-making at meetings**

- 17.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 17.2 In all proceedings of Directors each Director must not have more than one vote.
- 17.3 In case of an equality of votes, the Chair shall have a second or casting vote.

## **18. Decisions without a meeting**

- 18.1 The Directors may take a unanimous decision without a Directors' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 18.2 A decision which is made in accordance with Article 18.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
  - 18.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
  - 18.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 18.2;
  - 18.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
  - 18.2.4 the Recipient must prepare a minute of the decision in accordance with Article 32.

## **19. Conflicts of interest**

- 19.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 19.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:
  - 19.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

- 19.3.2 not be counted in the quorum for that part of the meeting; and
- 19.3.3 withdraw during the vote and have no vote on the matter.

19.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

**20. Directors' power to authorise a conflict of interest**

20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

- 20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19.3;
- 20.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
- 20.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.

20.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 20.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

20.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 20.1 (subject to any limits or conditions to which such approval was subject).

**21. Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

**22. Methods of appointing Directors**

22.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

22.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors.

### **23. Termination of Director's appointment**

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect); or
- (e) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason.
- (f) the Director ceases to be a member.

### **24. Directors' remuneration**

24.1 Directors may undertake any services for the Company that the Directors decide.

24.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

24.3 Subject to the Articles, a Director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of

the Company's subsidiaries or of any other body corporate in which the Company is interested.

**25. Directors' expenses**

25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**26. Becoming a member**

26.1 The subscribers to the Memorandum are the first members of the Company.

26.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

26.3 Each member of the company shall be a Director.

26.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.

26.5 Every person who wishes to become a member shall deliver to the company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

**27. Termination of membership**

27.1 Membership is not transferable to anyone else.

27.2 Membership is terminated if:

- 27.2.1 the member dies or ceases to exist;
- 27.2.2 otherwise in accordance with the Articles; or
- 27.2.3 a member ceases to be a Director.

## DECISION MAKING BY MEMBERS

### **28. Members' meetings**

- 28.1 The Directors may call a general meeting at any time.
- 28.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 28.3 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 28.4 Article 28.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

### **29. Written resolutions**

- 29.1 Subject to Article 29.3, a written resolution of the Company passed in accordance with this Article 29 shall have effect as if passed by the Company in general meeting:
  - 29.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
  - 29.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 29.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 29.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 29.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 29.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
  - 29.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

29.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means.

29.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

29.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **30. Means of communication to be used**

30.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

30.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has agreed to be sent or supplied with such notices or Documents for the time being.

30.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

### **31. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

## **32. Minutes**

32.1 The Directors must cause minutes to be made in books kept for the purpose:

- 32.1.1 of all appointments of officers made by the Directors;
- 32.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 32.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

32.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

## **33. Records and accounts**

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 33.1 annual reports;
- 33.2 annual returns; and
- 33.3 annual statements of account.

33.4 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

## **34. Indemnity**

34.1 Subject to Article 34.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

34.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

34.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a “relevant Director” means any Director or former Director of the Company or an associated company.

## 35. **Insurance**

35.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

35.2 In this Article:

- (a) a “relevant Director” means any Director or former Director of the Company or an associated company;
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## 36. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| <b>Term</b>                        | <b>Meaning</b>   |
|------------------------------------|--|
| 1.1 <b>“Address”</b>               | includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;  |
| 1.2 <b>“Articles”</b>              | the Company’s articles of association;   |
| 1.3 <b>“asset-locked body”</b>     | means (i) a community interest company, a charity or a Permitted Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;  |
| 1.4 <b>“bankruptcy”</b>            | includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;  |
| 1.5 <b>“Chair”</b>                 | has the meaning given in Article 10;   |
| 1.6 <b>“Circulation Date”</b>      | in relation to a written resolution, has the meaning given to it in the Companies Acts;  |
| 1.7 <b>“Clear Days”</b>            | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;                    |
| 1.8 <b>“community”</b>             | is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;  |
| 1.9 <b>“Companies Acts”</b>        | means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;  |
| 1.10 <b>“Company”</b>              | North Cheshire Community Interest Company;   |
| 1.11 <b>“Conflict of Interest”</b> | any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company; |

|  |  |
|--|--|
| 1.12 <b>“Director”</b>                               | a director of the Company, and includes any person occupying the position of director, by whatever name called;  |
| 1.13 <b>“Document”</b>                               | includes, unless otherwise indicated, any document sent or supplied in Electronic Form;  |
| 1.14 <b>“Electronic Form” and “Electronic Means”</b> | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1.15 <b>“Hard Copy Form”</b>                         | has the meaning given to it in the Companies Act 2006;   |
| 1.16 <b>“Memorandum”</b>                             | the Company’s memorandum of association;   |
| 1.17 <b>“participate”</b>                            | in relation to a Directors’ meeting, has the meaning given in Article 14;  |
| 1.18 <b>“Permitted Registered Society”</b>           | “Registered Society” means –<br><ul style="list-style-type: none"> <li>(a) a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or</li> <li>(b) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;”</li> </ul> |
| 1.19 <b>“the Regulator”</b>                          | means the Regulator of Community Interest Companies;   |
| 1.20 <b>“Secretary”</b>                              | the secretary of the Company (if any);   |
| 1.21 <b>“specified”</b>                              | means specified in the articles of association of the Company for the purposes of this paragraph;  |
| 1.22 <b>“subsidiary”</b>                             | has the meaning given in section 1159 of the Companies Act 2006;   |
| 1.23 <b>“transfer”</b>                               | includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and  |
| 1.24 <b>“Writing”</b>                                | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.   |

2. **Subject to clause 3 of this Schedule**, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.

Please ensure this form is placed at the top of your application, if posted to Companies House, and the Company Name is consistent throughout all documents

# CIC 36

## Declarations on Formation of a Community Interest Company

**Please complete in typescript, or in bold black capitals.**

**Company Name in full**

North Cheshire Community Rail Partnership

Community Interest Company

### **SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries**

1. We, the undersigned, declare that the company will carry on its activities for the benefit of the communities as described in paragraph 2 below.
2. The communities are those parts of Cheshire West and Chester, Halton and Warrington served by the railway lines linking Chester with Warrington, Runcorn and Hooton, and between Hooton and Helsby.
3. The beneficiaries are intended to be all who live, work or visit those diverse communities.
4. The company's activities will provide benefit through targeting specific social, economic and environmental value impacts through encouraging collaboration such that those diverse communities are proactively engaged with, and proud of their railways because of the contribution that they make to being a great place to live, study or work in, and in the creation of environmentally sustainable economic and social development. In particular the company will develop and deliver plans which realise benefits in relation to
5. Place making – we will seek to encourage voluntary community involvement in and around the railway stations, that provides for improved environments and intuitive linkage between each station and its local surroundings. Volunteers will also gain benefits in terms of improved mental and physical health and well-being and through the enhancement of their personal skills and experience.
6. Accessibility – in collaboration with transport providers we will seek to encourage and facilitate greater awareness of, and confidence in, individuals' travel choices, in particular delivering benefits of improved social mobility and greater use of sustainable travel options.
7. Health and Wellbeing – in addition to the benefits described in paragraphs 5 and 6 we will collaborate with other Community Partnerships focused on Health and Wellbeing to establish projects that enable the railway's people, assets and facilities to support the provision of community based services.
8. Education – we will provide opportunities to collaborate on research and learning that broadens and deepens understanding of the social and economic contribution made by the railways, and in the potential for future employment prospects.

**SECTION B: Community Interest Statement – Activities & Related Benefit**

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible as to what the company is being set up to do. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

| <b>Activities</b><br>(Tell us here what the company is being set up to do)  | <b>How will the activity benefit the community?</b><br><i>(The community will benefit by...)</i>  |
|---|---|
| 1 Stations in their Place – collaboration between railway industry and the communities that each station serves.<br>2 Access to, and promotion of, affordable journey opportunities – collaboration between transport providers and community based organisations to deliver targeted projects. | <ul style="list-style-type: none"> <li>• Welcoming environments that reassure and delight users</li> <li>• Clear, effective gateways to and from their local communities</li> <li>• Seamless way showing and integration with travel to and from the surrounding communities and organisations</li> <li>• Knowledge and choice of affordable journey opportunities to and from the Partnership area</li> <li>• Accessibility for all</li> <li>• Effective marketing partnerships with leisure attractions encouraging visitor footfall and spend</li> </ul>   |
| 3 Facilities and services supporting health and well-being.<br><br>4 Research and Education.  | <ul style="list-style-type: none"> <li>• Provision of opportunities for community volunteering and delivery of local charitable objectives</li> <li>• Delivery of mental and physical welfare facilities within the railway estate</li> <li>• Engaging diverse and "hard to reach" communities to ensure truly inclusive engagement</li> <li>• Enabling the delivery of railway related educational research requirements, especially but not limited to, the University of Chester</li> <li>• A holistic schools engagement programme resulting in high awareness of the railway and its potential to enhance personal opportunities</li> <li>• Curation of the social and economic history of our railways</li> </ul> |
| If the company makes any surplus, it will be used for re-investment into community based projects that support the delivery of the company's objectives.  |   |
|   |   |

(Please continue separate sheet if necessary.)

**COMPANY NAME**

North Cheshire Community Rail Partnership

**SECTION C:**

1. We, the undersigned, declare that the company in respect of which this application is made will not be:

- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.<sup>1</sup>

**SECTION D:**

**If this section is not completed your application will be rejected.**

**TYPED NAMES ARE NOT ACCEPTABLE AND WILL BE REJECTED**

**Each person**  
who is a  
director of the  
company  
**must** sign the  
declarations.

[Signed,  
scanned or  
**DocuSign**  
signatures are  
allowed.]

|        |   |      |             |
|--------|---|------|-------------|
| Signed | Chris Kimberley   | Date | 13 Mar 2025 |
| Signed |  | Date | 13 Mar 2025 |
| Signed |   | Date |             |

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact

|   |
|---|
| Chris Kimberley   |
| 70 Howey Lane, Frodsham, Cheshire West and Chester, WA6 6DT |
|   |

|                                    |                   |
|------------------------------------|-------------------|
| Email: chris.kimberley@outlook.com | Tel: 07714 887057 |
| DX Number                          | DX Exchange       |

## **CHECKLIST**

### **ALL Applications**

- Have the first directors signed the CIC36? (typed names instead of signatures are not accepted)
- Is the company name consistent throughout?

### **Hardcopy Applications only**

This form must be posted with the following documents:

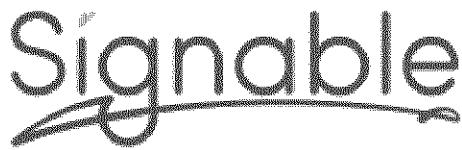
- (a) Memorandum of Association
- (b) Articles of Association, which comply with CIC legislative requirements
- (c) Form IN01- indicating that the proposed company is adopting bespoke articles.
- (d) Any completed continuation sheets
- (e) A cheque or postal order for £86 made payable to Companies House

When you have completed and signed this form, please ensure it is placed at the top of your application and send it to the Registrar of Companies at:

*For companies registered in England, Scotland, Wales and Northern Ireland:*  
New Companies Section, Companies House, Crown Way, Cardiff, CF14 3UZ  
DX 33050 Cardiff

## **NOTES**

<sup>1</sup> A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.



**Issuer** DH Business Support Ltd

**Document generated** Thu, 13th Mar 2025 14:57:30 GMT

**Document fingerprint** 84889cf43d81e39d689530b54a2c1e58

#### Parties involved with this document

| Document processed              | Party + Fingerprint   |
|---------------------------------|---|
| Thu, 13th Mar 2025 15:04:59 GMT | Chris Kimberley - Signer (77f4669ae7c7be134a1cad12b9fa32e7) |
| Thu, 13th Mar 2025 15:33:51 GMT | Mark Warren - Signer (535f66c539d755a14d4c94949f0b87d1)     |

#### Audit history log

| Date                            | Action   |
|---------------------------------|--|
| Thu, 13th Mar 2025 14:57:30 GMT | Envelope generated by Rae Lee86.131.100.188  |
| Thu, 13th Mar 2025 14:57:37 GMT | Document generated with fingerprint<br>84889cf43d81e39d689530b54a2c1e5886.131.100.188        |
| Thu, 13th Mar 2025 14:57:43 GMT | Document generated with fingerprint<br>35e00563f5c9ba8b1855cee579df33b386.131.100.188        |
| Thu, 13th Mar 2025 15:03:02 GMT | Sent the envelope to Chris Kimberley (chris.kimberley@outlook.com) for signing86.131.100.188 |
| Thu, 13th Mar 2025 15:03:02 GMT | Sent the envelope to Mark Warren (mark-warren@talktalk.net) for signing86.131.100.188        |
| Thu, 13th Mar 2025 15:03:02 GMT | Document emailed to chris.kimberley@outlook.com35.176.235.5                                  |
| Thu, 13th Mar 2025 15:03:02 GMT | Document emailed to mark-warren@talktalk.net3.10.217.35                                      |
| Thu, 13th Mar 2025 15:03:55 GMT | Chris Kimberley opened the document email.164.39.86.27                                       |
| Thu, 13th Mar 2025 15:03:59 GMT | Chris Kimberley viewed the envelope164.39.86.27  |
| Thu, 13th Mar 2025 15:04:27 GMT | Chris Kimberley viewed the envelope52.229.50.174   |
| Thu, 13th Mar 2025 15:04:59 GMT | Chris Kimberley signed the envelope164.39.86.27  |
| Thu, 13th Mar 2025 15:05:00 GMT | Chris Kimberley viewed the envelope164.39.86.27  |
| Thu, 13th Mar 2025 15:31:11 GMT | Mark Warren viewed the envelope2.102.21.146  |
| Thu, 13th Mar 2025 15:33:51 GMT | Mark Warren signed the envelope2.102.21.146  |
| Thu, 13th Mar 2025 15:33:51 GMT | This envelope has been signed by all parties2.102.21.146                                     |
| Thu, 13th Mar 2025 15:33:52 GMT | Mark Warren viewed the envelope2.102.21.146  |



## **Core Management Plan - Appendix B**

### **Management Committee Terms of Reference and Scheme of Delegation**

**Adopted:** 16<sup>th</sup> June 2025;  
**Updated:** 14<sup>th</sup> January 2026

#### **Context**

The overarching governance is set by the Articles of Association. The Directors are, through the Articles of Association clause 11 able to delegate what they see fit to individuals or committees as appropriate.

#### **Management Committee**

##### *Membership*

- CIC Directors
- Community Rail Development Officer
- Other Lead Volunteers (as and when appointed, and as agreed by the Board of Directors from time to time)

##### *Quorum*

For a Management Committee to be Quorate it must have at least 50% of its Members present, and at least one of those will be a Director who will chair the meeting.

##### *Meetings to be held in person or virtually*

A meeting of the Management Committee may be held either in person or on line provided that everyone invited has a reasonable opportunity to participate.

### *Calling of Meetings*

Regular monthly meetings of the Management Committee will be set out for each financial year. Extraordinary meetings, or amendments to the meeting schedule may be set up by mutual agreement between the Members.

### *Agendas and Notes of Meetings*

The Community Rail Development Officer will ensure a final Agenda is issued at least one working day before each meeting of the Management Committee and that any required papers have been circulated. Action notes of decisions will be taken and circulated, with progress tracked and reviewed at subsequent meetings.

### *Terms of Reference*

The purpose of the Management Committee is to oversee the day to day operational management of the Company. Its principal areas of scope are as shown below. If a matter is not explicitly shown as in scope it must be assumed to be a matter that is reserved for the Board of Directors.

| <b>In Scope for Management Committee</b>  | <b>Reserved to Board of Directors</b>   |
|---|---|
| <b>Finance and Commercial:</b>  |   |
| Management of agreed annual budget and reporting of any projected outturn variances in excess of 10% of the annual turnover to the Board of Directors | Approval of annual budget   |
| Operational Expenditure < £ 2500 per item (items of expenditure must not be disaggregated)  | Operational Expenditure £ 2500 or greater per item  |
| Writing off of losses < £ 500 per item (items of expenditure must not be disaggregated)   | All Capital Expenditure (i.e. if an item will be accounted for on the Balance Sheet and amortised/depreciated)<br>Writing off of any losses £ 500 or greater per item |
| <b>Operations:</b>  |   |
| Approve and review the development and delivery of the plans which support the Core Management Plan   | Review of Strategy and Updating of the Strategy<br>Approve and review the Core Management Plan  |
| <b>People:</b>  |   |
| Approval to Volunteer Roles to be recruited into  | Hiring of CRDO and any other paid employees   |
| Review of Volunteer Engagement and Satisfaction   | Remuneration reviews for paid employees   |
| <b>Reporting:</b>   |   |
| Approval of formal project and programme reports as required by each project or programme, including those reports issued to partners                 | Approval of annual reports, including those made to external funders<br>Approval of submissions for Accreditation   |
| <b>Stakeholders:</b>  |   |

|   |                                |
|---|--------------------------------|
| Ensuring all relevant stakeholders, including Community Rail Network, are being proactively engaged   |                                |
| <b>Delegation:</b>  |                                |
| The Management Committee may by resolution delegate any of its powers to the Community Rail Development Officer, and/or Lead Volunteers as its sees it. | Definition of a Lead Volunteer |

### **Delegations approved by the Management Committee**

**Adopted 17<sup>th</sup> July 2025**

#### **Bank Mandates and Delegated Authorities**

The following is proposed as an interim arrangement, effective once agreed, and to be reviewed at the November 2025 meeting of this Committee. The reason for proposing an interim arrangement is to enable the transfer of tasks to the Community Rail Development Officer to be done in a phased manner rather than move full responsibility for the treasury function in “one go”.

- Chair will continue to act as Treasurer and prepare this monthly report. Bank mandates will remain unchanged with the Chair having the authority to approve bank payments.
- From 1 August 2025 CRDO will take over responsibility for the weekly book keeping (using the monthly Ledger excel file in the Google Drive) and also filing of the hard-copy monthly bank statements that are received. Chair will work with CRDO for remaining part of July to explain the build of the July ledger.
- Once reporting arrangements to our Accountants have been clarified, CRDO to ensure that the necessary documentation is sent to the Accountants at the end of each month or quarter as appropriate after review by either the Chair or Deputy Chair.
- Delegated Authorities for Operational Expenditure (not Capital Expenditure which a matter reserved for the Board) which is in accordance with the approved budget will be as follows. Items which form a single commitment must not be disaggregated in order to come in under a threshold.
  - CRDO items < £ 200 (excluding personal expenses)
  - Directors acting individually < £ 200 (excluding personal expenses)
  - Both Directors approval before commitment to purchase items between £ 200 and <£ 2500
  - Other approvals which have been delegated by the Board to the Management Committee require the approval of both Directors
  - Any unbudgeted items to be considered by Management Committee before approval is given in accordance with the levels above.
- A simple form to be deployed for those approving expenditure to set out the details including payment details to be e-mailed to the Chair to review before making payment, and for the forms to be filed with the monthly accounts.